

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
Contract for Services
Early Literacy Storytimes Workshop
Contract # 306-16-8010

This Contract is entered into by and between the Texas State Library and Archives Commission (TSLAC) and Mother Goose on the Loose, LLC, pursuant to the authority contracted and in compliance with the provisions of the Texas Government Code Chapter 441.

I. CONTRACTING PARTIES

The Receiving Agency: Texas State Library and Archives Commission (TSLAC)

The Performing Vendor: Mother Goose on the Loose, LLC

Christine McNew will serve as Project Coordinator and primary contact for TSLAC. TSLAC may reassign Project Coordinator responsibilities at its sole discretion. TSLAC will notify Performing Vendor within 24 hours of making any reassignments.

Betsy Diamant-Cohen will serve as the Project Manager and contact for Mother Goose on the Loose, LLC on all services performed under this Contract. Performing Vendor will contact TSLAC 24 hours before reassigning Project Manager and/or contact. TSLAC reserves the right to approve a proposed replacement. If proposed replacement is not acceptable to TSLAC, parties will coordinate for a suitable replacement. If parties cannot agree on an acceptable replacement, TSLAC reserves the right to cancel any remaining services to be performed under this contract. In the case of such cancellation, TSLAC will only be responsible for paying Performing Vendor for services delivered and accepted at the time of cancellation.

II. STATEMENT OF SERVICES TO BE PERFORMED

Services performed under this Contract are per the specifications outlined in RFP# 306-16-8010 (Appendix A), the Performing Vendor's response (Appendix B) to include the additional / revised language of *TSLAC's Terms and Conditions #42 Property Rights* as written below, and the requirements outlined in this Section II.

42. Property Rights. *The last sentence of paragraph (1) has been amended to read: By execution of a contract for these services, both Performing Vendor and Receiving Agency acknowledge and agree that the work performed under this Contract, and all rights thereto, remain the intellectual property of the Performing Vendor.*

Both Parties further agree that paragraphs two (2) through four (4) under 42. Property Rights as stated in the above referenced RFP have been deleted under this Contract.

The Performing Vendor will plan and conduct eight (8) workshops (Workshops), with 6.5 hours of instruction at each workshop, on the topic of best practices for planning and implementing interactive early literacy storytimes that support acquisition of early literacy skills and learning across developmental domains to prepare young children for success in kindergarten. The Workshops will be delivered at eight (8) predetermined locations in Texas, that may include areas as listed in the following chart. The Performing Vendor is responsible for developing all Workshop content detailed in Section 1.2.1 of the above referenced RFP, including handouts and interactive exercises.

Each Workshop conducted by Performing Vendor must cover the same content and be designed to meet TSLAC-established learning objectives. Workshop content will include participant handouts; interactive and/or hands-on activities and exercises; and, additional resource lists as further described in section 1.2.1 of the RFP. Performing Vendor must develop a visual presentation for the Workshop that includes sufficient detail and delivery media to effectively convey the information being delivered to participants who may be hearing impaired and/or have other disabilities. The Performing Vendor may revise and/or adapt existing or previously presented workshop materials as appropriate, but only upon pre-approval of TSLAC's Project Coordinator.

TSLAC's Project Coordinator will coordinate with Performing Vendor to determine final dates and times for presentation of the Workshops at the eight (8) locations that may include areas outlined below. While urban centers are listed as presentation areas, the Workshops may be scheduled in rural libraries outside these cities.

Locations	Dates
1. Austin/San Antonio Area	September 14, 2015 to Nov. 20, 2015
2.Houston Area	September 14, 2015 to Nov. 20, 2015
3.Brownsville Area	September 14, 2015 to Nov. 20, 2015
4.Corpus Christi Area	September 14, 2015 to Nov. 20, 2015
5.El Paso Area	September 14, 2015 to Nov. 20, 2015
6.Amarillo Area	February 22, 2016 to April 1, 2016
7.Lubbock Area	February 22, 2016 to April 1, 2016
8.Abilene Area	February 22, 2016 to April 1, 2016
9.Dallas / Fort Worth Area	February 22, 2016 to April 1, 2016
10.Tyler Area	February 22, 2016 to April 1, 2016

The Workshop locations and dates are subject to change based on availability factors at urban centers or rural libraries as determined by TSLAC. If locations change from those listed below, TSLAC will identify a close, suitable alternative location and communicate this information to the Performing Vendor as soon as practicable.

The first Workshop series consists of four (4) Workshops and will be delivered by Performing Vendor between September 14, 2015, and November 20, 2015. Exact dates for each Workshop will be negotiated between the Performing Vendor and TSLAC based on availability of suitable training facilities. The Workshops in the first series may only be rescheduled with the approval of TSLAC's Project Coordinator, and all Workshops in the first series must be delivered no later than November 20, 2015.

The second Workshop series consists of four (4) Workshops and will be delivered by Performing Vendor between February 22, 2016, and April 1, 2016. Exact dates for each Workshop will be negotiated between the Performing Vendor and TSLAC based on availability of suitable training facilities. The Workshops in the second series may only be rescheduled with the approval of TSLAC's Project Coordinator, and all Workshops in the second series must be delivered no later than April 1, 2016.

Each Workshop will be delivered on a weekday between the hours of 8:00 a.m. and 5:00 p.m., Central Time, and be scheduled consecutively within specific regions in order to minimize travel expenses.

Performing Vendor is responsible for all travel costs incurred by Performing Vendor and/or Performing Vendor's employees and/or subcontractors in delivering services under this Contract. Receiving Agency staff may provide courtesy automobile rides to Performing Vendor, provided no additional costs to the state are incurred, to ensure efficient performance of the services provided under this Contract. Performing Vendor agrees to limit any liability, damage, or other claims for accidents incurred while accepting a courtesy ride from the Receiving Agency staff to the insurance coverage limits provided on the personal, non-owned, or hired vehicle.

III. TERMS OF CONTRACT

The term of service under this Contract will begin immediately upon receipt of a signed Contract and will conclude no later than April 1, 2016, unless otherwise terminated earlier by either party.

The Contracting Parties may terminate this Contract by giving written notice at least thirty (30) days prior to the effective date of such termination.

Per the terms of the referenced RFP, if the Performing Vendor cancels the accepted offer or any of the Workshops under this Contract, the Performing Vendor is contractually required to pay liquidated damages to TSLAC in an amount equal to the difference between the Performing Vendor's offer and the next best offer.

IV. SOURCE OF FUNDS

This project is funded in its entirety through Federal Grant Award Number LS-00-15-0044-15 – FFY 2015 – CFDA: 45.310 – Grants to States – Institute of Museum and Library Services.

A breakdown of the funding is provided below:

- Percentage of total costs of the program which will be financed with Federal money: 100%
- Dollar amount of Federal funds for the project. \$22,278.00
- Percentage and dollar amount of total costs of the project that will be financed by non-government sources: 0%.

V. PAYMENT FOR SERVICES

Mother Goose on the Loose, LLC, Inc will provide eight (8) Workshops on the topic specified in Section II above, at eight (8) predetermined locations in Texas as outlined in section 2.4 of the RFP. The four (4) Workshops delivered between September 14, 2015 and November 20, 2015 will be at a cost of \$2,828.50 per Workshop location. For the four (4) Workshops delivered between February 22, 2016 and April 1, 2016, the cost per Workshop location will be \$2,741.00. The cost per workshop includes all programming and materials development, in person delivery of the Workshop content, and all associated travel expenses. Total reimbursement to Performing Vendor will not exceed \$22,278.00 under this Contract.

In accordance with the Texas Prompt Payment Act, TSLAC shall timely reimburse Mother Goose

on the Loose, LLC based upon receipt of itemized invoices. Reimbursements shall be made by TSLAC's issuance of state warrants or electronic transfer of payment to Mother Goose on the Loose, LLC.

Payments to Mother Goose on the Loose, LLC will be tied to the successful completion of specified projects and/or services for the given month. Mother Goose on the Loose, LLC may submit invoices as services are completed, but shall submit no more than one invoice per month and those invoices will be for authorized expenses performed under the terms of this Contract. Once the work is reviewed and accepted and services for a month are determined complete by TSLAC, approval for payment will be processed upon receipt of an accepted invoice.

Vendor must submit invoices for all items delivered to and accepted by TSLAC. Invoices must contain the Vendor name, Vendor Identification Number (VIN) or Texas Identification Number (TIN), remittance address (city, state, zip code), telephone number, TSLAC's full name, delivery address, Contract number, and a description of the services and specified dates of service, and the total dollar amount.

Invoices submitted should be numbered with Contract # 306-16-8010.

All invoices must be submitted to one of the following addresses:

*Texas State Library and Archives Commission
Accounting Department
P O Box 12516
Austin, TX 78711*

or

email: AP@tsl.texas.gov

or

Fax: 512-475-3393

Vendor must submit invoices for all items delivered to and accepted by the Receiving Agency.

VI. CONTRACT AMOUNT

The total amount of this Contract shall not exceed **twenty-two thousand two hundred seventy eight and no/100 dollars (\$22,278.00)** without prior approval from the TSLAC's Purchasing Department and an amendment to this Contract.

This Contract is subject to availability of funds and may be cancelled with no additional cost to the agency if appropriations become unavailable. If this Contract is cancelled due to the unavailability of appropriations, the agency will only pay for services that have already been rendered up to the date of cancellation.

VII. TERMS AND CONDITIONS

Terms and Conditions are those listed with RFP# 306-16-8010. TSLAC and Federal/LSTA Terms and Conditions will be made a part of this Contract for all purposes. The Texas State Library and Archives Commission reserves the right to amend and or add to the Terms and Conditions as necessary. Performing Vendor will be made aware of any changes.

Federal/LSTA Terms and Conditions may not be altered.

THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that: (1) services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY


*Texas State Library and Archives Commission
1201 Brazos Street
Austin, Texas 78701*



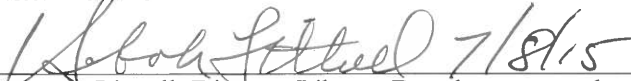
Edward Seidenberg,
Assistant State Librarian

07-08-2015

Date

Approved:


Donna Osborne
Chief Fiscal Officer



Deborah Littrell, Director Library Development and
Networking



Christine McNew, Project Coordinator



Renee Pogue, CTPM, CTCM

PERFORMING VENDOR

*Mother Goose on the Loose, LLC
6620 Chippewa Drive
Baltimore, MD 21209*

Signature

(Must be an official empowered to
enter into Contract)

Typewritten or Printed Name
Above

Title

7/8/15

Date

Date

7/8/15

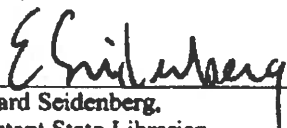
Date

Date

THE UNDERSIGNED RECEIVING AGENCY Hereby certifies that: (1) services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the services, supplies or materials contracted for are not required by Section 21, Article 16, of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.


RECEIVING AGENCY

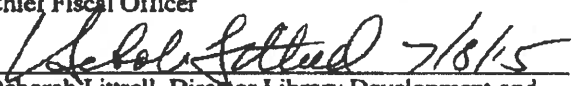
Texas State Library and Archives Commission
1201 Brazos Street
Austin, Texas 78701


Edward Seidenberg,
Assistant State Librarian

07-08-2015
Date

Approved:


Donna Osborne
Chief Fiscal Officer


Deborah Littrell, Director Library Development and
Networking


Christine McNew, Project Coordinator

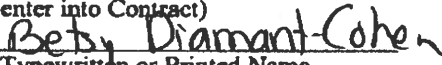

Renee Pogue, CTPM, CTCM

PERFORMING VENDOR

Mother Goose on the Loose, LLC
6620 Chippewa Drive
Baltimore, MD 21209


Signature

(Must be an official empowered to
enter into Contract)


Typewritten or Printed Name

Above

President, Mother Goose on the Loose
Title

7/8/15
Date

Date

7/8/15
Date

Date